

THE KENTUCKY GAZETTE.

NUMB. XXX.]

SATURDAY, APRIL 7, 1792.

[VOL. V.]

I have FOR SALE
EXCELLENT

COTTON

OF the growth of Cumberland, by the large or small quantity, and either with or without the seed.

WILLIAM LEAVY.

Lexington, Jan. 27, 1792. tf

TAKEN up by the subscriber (in Fayette county) a black steer about 4 years old next summer, no mark, white feet, white under his belly and the end of his tail white, a star in his forehead, appraised to £ 2 8.

Waller Overton.

Dec. 5, 1792.

TAKEN up by the subscriber (in Fayette county) a small red steer about three years old next summer, a crop and sit in the right ear and crop and under keel in the left, a long bob tail, appraised to £ 1 7.

James Bullock.

Dec. 5, 1792.

I Hereby notify that I will sell the following tracts of land viz. ten thousand acres on the Kentucky River at the mouth of Severn creek; five thousand acres on Gunpowder creek within a few miles of the Big-bone Lick; and fifteen thousand acres on the waters of Licking within about ten or twelve miles of Fort-Washington, on the most reasonable terms, together or in parcels as may suit the purchasers, I will take in payment cash, negroes, cattle, sheep, or horses and mares, and will give a reasonable credit for one half the purchase money on receiving bond and approved security—I will also dispose of two thousand acres of land on the terms above mentioned situated on the dividing ridge between the north fork of Elkhorn and Eagle creek which may with property be immediately settled, any person inclinable to purchase may be shewn the lands by applying to the subscriber.

John Crittenden.

March 12, 1792.

TAKEN up by the subscriber in Woodford county near Steels Ferry, a bright bay horse about 14 hands high, 7 or 8 years old a star and snip, and some saddle spots, paces naturally, has on about a five shilling bell a collar tied with thread, neither docked nor branded, appraised to £ 10-5.

EDWARD TRABUE.

STRAYED

FROM the neighbourhood of Lexington, a number of HORSES branded W D the property of William Duer Esq. late Contractor for the Western army; any person delivering any such horses to the subscriber, shall be generously rewarded for their trouble.

CHARLES WILKINS.

Lexington, Feb. 15th, 1792.

IF JOSEPH THORNTON, formerly a Soldier, under General George Rogers Clark, on the Western Waters, is living, and will apply to the Printer hereof, he will hear of some thing to his advantage.

TAKEN up by the subscriber, living in Bourbon, near Licking on Wood's run, a bay Mare, four years old, branded R on the near buttock, a few white hairs in her forehead, 13 bands 3 inches high, a short tail, trots; Appraised to £ 8.

(S)

John Brown.

Whereas I purchased a tract of Land, of Jonathan Milbolen, of Bourbon county, and he has my Bond in his hands for thirty five pounds payable in Cattle and Horses bearing date the 18th of December 1791, and due the first day of April ensuing; and finding he cannot make me a right agreeable to contract, I do forwarn all persons from trading or taking an assignment of said bond for I will not pay it until such times as he complies with his contract and then I am ready to discharge the same.

Daniel Harrow.

Bourbon, March 24, 1792.

AS the time for which the present teacher of the Lexington SCHOOL is employed, expires on the last of May next; and as he has informed the Trustees that his health is so far declined that he cannot continue any longer, therefore

WANTED

A Teacher to take charge of said School from the first day of June next, who can come well recommended for his abilities as an English Teacher, as also for his morals, and none other need apply.

By order of the Trustees.

Lexington March 28, 1792.

ALL persons indebted to the subscriber, are requested to make immediate payment to Mr. Wm. Leavy; and all those who have any just demands, will please to present them to said Leavy, who is authorized to settle the same.

J. DUNCAN.

TIPPOO SAIB

STANDS the ensuing season at the Hon. Samuel M'Dowel's, and will cover mares at the low price of forty shillings the season if paid in merchantable produce, viz. crop Tobacco, beef, pork, hemp, or linen, delivered in Danville, Lexington or either of the inspections on Kentucky as best may suit David Walker the proprietor of said horse, who will give directions accordingly; or thirty shillings in cash, four pounds insurance & fifteen shillings cash in hand the single leap. Tippoo Saib was got by Mr. Delancy's famous imported running horse Lath out of Col. Everard Mead's celebrated mare Brandon the dam of Piggrim, Celar, Clodius, Buckkin, Cataline and Fuzpartner, horses well known to be the best deal getters in Virginia.

Feb. 11th 1792.

A. SCOT & Co. AT their STORES in Lexington & Paris have now on hand a handsome assortment of DRY-GOODS, Groceries, Iron-ware, Saddlery, and Queens-ware, which they will exchange for Bear, Otter, Beaver, Raccoon, and Fox skins, Country made Linen and Sugar.

THE partnership of TEGARDEN and M'CULLOUGH, is this day dissolved by mutual consent, and as they are both obliged to leave the district immediately, and will be absent for some time, they have appointed Mr. James M'K nnie to transact their business, during their absence, who will receive any debts due to them, and give proper acquittances.

TEGARDEN & M'CULLOUGH. Lexington, March 15, 1792. 6w

ON the 13th Instant I lost a bond of John Hunts in favor of Jacob Myers, the bond amounting to three hundred and ninety pounds twelve shilling, due the first day of January 1792 and dated August and 1791, the said bond had credit given on it for Thirty odd pounds, it was lost between the mouth of Hickman and Lexington—Any person finding the said bond, and giving information of it to Jacob Myers shall be rewarded by me,

RICHARD BALLINGER Junr.

(2w)

Nov. 14 1791.

[Concluded from our last.]

AT this period, under these circumstances, and subject to this conventional agreement and accommodation of the interested parties was I unanimously elected by these gentlemen, and strongly invited to the acceptance of this important, but difficult office. Soon after, this unanimous choice was ratified by the mass of the company. The appointment, with all its hazards were ultimately accepted of by me; and my commission had been made out in ample diplomatic form, under which (with unrevoked powers) I still act as *Agent General*; not for a part—but for the *whole* Company. My exertions, my parsimony, my arrangements, and my address in the discharge of the arduous business I undertook are graphically applauded and thanked, by letters, now visible from the board:—and my frugality, as to my private expences, held in honor.

The goods and their proceeds, committed to Col. Holder's care were at this time *formally* made over to the Company:—and the Company assumed and equally divided their loss, as well as their profits. They are expressly mentioned, as *the Company's*, and as at the Company's *joint risque*, in my commission, in my general instructions, my secret instructions, and in all the subsequent official and confidential communications of the board. There any man may see. Nor Maj. Snipes, nor any other member of the Company had, in their individual capacities (as far as my documents from the company will go) any thing to do with that cargo, or its proceeds after this period. They were assumed by the whole company, as a part of that general and common fund, or stock, which was intended for liquidating all expences incurred by the settlement—and, as such I recovered, as such I held and yet hold, and as such (unimpaired, untouched, and *unrisqué*) have I deposited at Frankfort that remnant of the goods which had been surrendered to me by Col. Holder, and keep subject to my disposal, by special indenturements, the instrument which is to make good the remainder of them, from that gentleman.

I have now continued upwards of two years in the company's service, and at the head of all their western affairs, as *Agent General*—with powers undiminished and unrecalled—with reiterated thanks for my efforts—and without the intimation of one syllable from the proprietary board, that their right of common property in the goods had been transferred, alienated, or altered;—their last communication having only directed me, to suffer the settlement of the company's territory to lie by—until their respective contributions and resources shall have been called in, and properly funded for the ulterior progress of that business. The goods, and other property of the company in my hands, are likewise liable to other claims, as legally obligatory as those of the very proprietors. I have large claims on them—myself, (situated as their affairs

actually are, thro' Mr. Springs operations,) for services unsatisfied & unpaid—for my commissions on their recovery—and for those unsatisfied engagements which I have entered into for the Company—claims which I never mean to relinquish—claims, to secure which I now propose to keep what of the Company, or of any individual of the Company's effects remain in my hands, until all of them shall have been exonerated, and every individual I have thus engaged with fully satisfied: and, I trust, that all men, and every person with me interested in particular, will lend their honest aid, to support me. My only resort shall be to the laws of my country, and my appeal to the sentiments of all good men, who will impartially place themselves in my situation. In my efforts to do this—I shall observe a measured prudence and inoffensive progression. For the Company, for myself, and for those whom I have contracted with in behalf of my constituents, I shall sedulously labour to the last. Should the laws of the land find me in the wrong (what, as I am advised, cannot be the case;) I shall peaceably, and with an orderly deportment submit to the *fiat* of justice. These claims alone (even had my powers of Agency been revoked) would justify me in the measure. For me to act otherwise in the present crisis—I should be unrighteous to others, and a *Felo de se* to myself. Those who held, or do hold any of my own, or of the company's property in this country, did, and do still hold it subject to my order—to the order alone of him who had placed it there, and yet, under some *informal* order, or power (as I am told) from Major Snipes, or Gen. Huger, or both of them, has Mr. Spring collusively obtained possession of the remnant of the Company's goods, out of the hands of Mr. Alexander of Frankfort, in whose care I left them—and this (as Alexander tells me) by advice of the gentlemen under whose roof they had by me been confidentially deposited. To me, the then legal possessor, no application was made, no order presented, or from the Company, or even from Messrs. Snipes or Huger, for their surrender. This irregular mode of conduct has, on the first aspect of the proceeding, a very dark, gloomy, and suspicious feature. But, at all events, the goods ought not to have been thus clandestinely and surreptitiously garbled up—before they had paid their Quarantine, before they had honorably purged themselves of the commissions and other claims arising on their recovery. The Company as such, would never act so. The mass of them are wise, honorable, and judicious. I acted not in this manner by Col. Holder. I was ordered by the board, to have allowed him for his commissions and trouble, and I liberally did so. I would scorn to do otherwise. The manner of seizing the goods has been unprecedented. A considerable portion of the Company's goods have (as Mr. Alexander informs me) been large-

ly and liberally gifted away, in presents; so soon as they had been thus surrendered—and for what this wanton waste? Their amount and invoices, as coming out of McCleod and Company's Store, and as, in part, surrendered to me by Col. Holder, have been put by the company (and not by Messrs. Snipes or Huger) into my hands—and they yet remain there. How come all this, if the Company had possessed no property in them? It is a mystery inexplicable. In this early stage of the business, I shall not judge unseemingly of any party concerned. Time will unfold the secret, and duly apply it.

Had the company directed me, to surrender the property I had been possessed of on their account, to Maj. Snipes or to any man—could I possibly have refused their order, after having first secured my own claims against them, for commissions, if so inclined—for my past services still unpaid—and for indemnification of all those I had on their accounts, engaged with? I could not. This right of covering them, and of securing my own personal claims (even although my commission had been revoked) yet remains legally in me—no matter where the goods exist, or may be secreted—and this right will be asserted. My situation, as the Company's old servant, would otherwise be pitiable.---and the board not only unjust, but ungrateful. But the Company, as such, can have no ungenerous design of this kind. This jetty piece of business seems to have been furtively transacted—transacted in the dark—and unknown to the Company. It was transacted furtively and in the dark—or surely the Company would have written something to me on the subject, for my government, & officially inform me: that their right had been relinquished to Maj. Snipes. But Mr. Spring knew, or was taught to know, that without such intimation from the board, the goods should have never been surrendered on an order, or power of Attorney from one or two (out of twenty) of the Company. I would not answer for the *informality* of the surrender. My own claims, as well as those of honest persons I had entered into engagements with, and yet pending, in behalf of the company, accelerated the measure. These additional claims of mine would likewise prove unfurmountable bars to the designed projects of clandestine possession. A regular mode of getting at the goods was, therefore, deemed impossible. Nothing regular was done—no form observed—no customary measure adopted. It is therefore, that self-preservation constrains me, (as the law fully authorizes me) to retain, after all that Mr. Spring and his principals have done, what is now left in my hands, not only of the company's property, but of individuals of the company; until such time as my private demands and public official engagements for them shall have been fully satisfied and complied with. I owe this to myself. I owe it to all those I am, as the com-

pany's Agent, engaged with; and I solemnly call upon them [as honorably interested] to cooperate with me in every legal measure, for redress. The treatment which I have received may, one day, apply to the case of each of them, assisting by deputation under others at a distance.

As to the individual powers which I had from Major Snipes or General Heer as unconnected with my commission from the company—they were such as authorized me to make a loan of money for them, on a mortgage of their proportions of the Yazoo lands, among the Spaniards at New Orleans. This I never executed because I had, on my arrival here, found it impossible to be effected; and that for various reasons. But Major Washington's individual powers to me were indefinite. The project besides (considering all that had, from here, been written down to New Orleans against the company) would eventually prove visionary and romantic, and was put into Messrs. Snipes and Huger, &c.'s heads by an ignorant man from New Orleans. If these be the powers of Messrs. Snipes and Huger, which Mr. Spring supercedes me in, he is welcome to the supercession. I shall be happy, when his superior abilities and his paramount address in all the meanders of deep negotiation will effect for those two gentlemen, what, to my feeble powers, seemed impracticable. But geniuses often rise from the difficulty of the occasion. My talents are plain and unlettered. May the acute nests of his intellectual compensation for the great obtuseness of mine, as I make not the least doubt, they will; and may my *quondam* principals, Messrs. Snipes and Huger, experience in Mr. Spring (what, I trust they must) a representative more in parallel with their projects and their ideas, than (without soaring above the force of his plumes) could ever have been aspired to, by

Mr. Bradford

Your and the public's

Very humble servant.

JAMES O'FALLON, Agent Gen.
South Carolina Yazoo Co.

P. S. From the above candid statement of things, (as vouched for by documents from the company now in my possession, and perusable by any one;) the impartial public may judge of the complexion and aspect of this whole business. On the basis of *facts* herein laid down—an advertisement shall periodically appear in this Gazette—which it is hoped, will be duly attended to by all those on whom that advertisement shall have called.

J. O'F

LEXINGTON, April 7

On Wednesday week the Indians took a boy near the Falls of Ohio, together with a number of horses; they were pursued, and overtaken, upon which they tomahawked and scalped the boy, and made their escape, leaving the horses and their baggage

ALL persons are hereby forewarned from taking an Assignment on a bond given in favour of Philip Thurman and Richard Thurman for £180, payable on the 10th of June next, as they have failed complying with their obligation to me, and in consequence of which I gave the above bond.

Elizabeth Gouge.

March 31, 1792. (2w 4)

WANTED a few thousand acres of continental military land warrants, for which the highest price will be given by

JOHN MOYLAN.

Lexington, April 7, 1792.

FOR SALE

FIVE hundred acres of land, part of the tract whereon I now live, with valuable improvements thereon, viz. a good dwelling house, stone spring house and several other useful houses, Saw and Gristmill, a number of good springs about fifty acres of cleared land—cash and negroes will be taken in payment, for terms apply to me on the premises.

John Grant.

N. Elkhorn Woodford county,

March 26 1792.

N. Elkhorn.

I HAVE just started a pair of F. Burr Stones, for the purpose of grinding Flour; I have good Cloths, and a good Miller. Those therefore that will favour me with their custom (if their Wheat is good,) may expect good Flour.

I am the Publics

Humble Servant.

TOLIVER CRAIG.

* 3 ff.

A PAPER MILL.

THE Subscribers inform the Public, that they have undertaken the building a PAPER MILL, at Craig's Fulling Mill, Woodford County. They flatter themselves they will be able to supply the District with Paper the ensuing Winter, if the Public will be so obliging to save their Rags for that purpose, without which (we need not inform them) the Mill will be useless. We therefore earnestly request the consideration of the people, to encourage so useful a branch of business, by encouraging the less thoughtful part, (servants, &c.) to save them; and that as soon as possible, proper plans will be adopted for collecting them, and a generous price given.

CRAIG, PARKERS & Co.

TO be let at public vendue, on Saturday the 21st inst. on ground rent for 99 years the front of the Presbyterian meeting house lot in the town of Lexington, the terms of renting together with the size of the lots will be made known on that day by the

Trustees for the Congregation.

JUST ARRIVED,
And now opening at Lexington and the other stores of
ELLIOTT AND WILLIAMS
In Kentucky a general assortment of

MERCHANDISE,

Amongst which are

BARR IRON assorted, SMITH'S ANVILS and VISES, CASTINGS, NAILS assorted, WINDOW GLASS 8 by 10. COTTON and WOOL CARDS, Corn and course Linen are wanted at the above Stores.

ELLIOTT & WILLIAMS.

A large Company will start from the Crab Orchard, early on the morning of the 10th of April thro' the Wilderness: it is expected all will meet well armed.

Also a large company to start from the Crab Orchard, on the 16th and 20th. of the same.

On the same days a company will start from STEVENSON'S station on Paint Lick creek, which is said to be 15, or 20 miles nearer from Lexington to Collins's station on Rock-Castle, than by the Crab Orchard.

Notice to the distillers of spirits in the district of Kentucky.

Col. John Finnie is collector of revenue for the county of Woodford and the Towns and Villages within the same. Mr. Thomas Carneal for the counties of Fayette Bourbon and Maton, and the towns and villages in the same. Capt. Rhodes Thompson and Mr. William Vawres for the counties of Mercer, Lincoln and Madison and the towns and villages within the same. Mr. William Sullivan for the counties of Jefferson and Nelson, and the towns and villages in the same. The above Gentlemen are possessed of the act of Congress for laying the excise on Stills and distilled spirits, and if applied to, will give the distillers any information relative thereto which they may wish to receive. Some of the distillers I am informed, pretend to say they are taught to believe that the excise is not to be collected in this district. From whence they derive their information I cannot conceive; but do here by inform them that the collectors will shortly be with them in order to collect it, and that those who are not provided with money, or shew a disposition to oppose the execution of the law will be proceeded against as that law directs.

T. MARSHALL, Inspector.

The Rev. Mr. BAILEY will preach in Lexington on Sunday the 15th inst.

April 7, 1792.

 SACRED TO THE MUSES.

A description of MODERN TIMES.
Mankind are slaves to vanity
 and pow'r;
 Corruption rules, and greatness is
 no more:
 Reason gives way to light fantas-
 tic rules,
 And error marks us FASHIONABLE
 fools.

FOUR DOLLARS REWARD.

STRAYED from the subscriber,
 living near Lexington, about the
 1st of July last, a small roan horse, 8
 or 9 years old, branded on the near
 shoulder W and buttock H, has a
 blaze in his face, all his feet white
 and is sunk in the Crest, had on a
 good bell fastened with a black lea-
 ther strap—whoever brings said
 horse to Mrs. M'Connell's mill, shall
 have the above reward paid by me
 Isaac Wilson.

TAKEN up by the subscriber in
 Bourbon county, a dark chestnut
 sorrel filly 14 hands high a star in her
 forehead off hind foot white no brand
 perceivable. appraised to £ 8.
 (1) JOHN NEALE.

FOR SALE

ONE fourth part of Slate Creek
 Furnace and the land belong-
 ing thereto, a good title will be made
 to the purchaser—will give four
 years credit.

WALTER BEALL.

FOUR DOLLARS REWARD

STRAYED from Lexington the 7th,
 of last month, supposed towards Hick-
 man's or Cud's Ferry, a dark bay horse,
 well formed, about 14 hands 3 inches
 high, 4 years old, trots and canters neat-
 ly, a sprightly eye, long mane and tail
 carrying the latter badly—raised on the
 Hanging Fork by Mr. Fosling—who-
 ever returns said horse to the owner at
 Messrs Love and Brent's Tavern, shall
 receive the above reward.

JOHN MOTLAN.
 Lexington March 9th 1792.

IHAVE a large Quantity of milita-
 ry LAND Warrants—which
 will dispose of upon reasonable terms for
 cash or likely horses at cash price.
 EDWARD S. THOMAS.
 Birds-Town March, 7, 1792.

CONDITIONS for disposing of
 the Lots in the town of New-
 port situate at the conflux of the
 Ohio and Licking Rivers the upper
 side of Licking.

1st One half of the purchase
 money to be paid on the sale being
 made of a Lot or Lots to the propri-
 etor or to his agent, the residue in
 twelve months after, for which bond
 and security will be required.

2d. On each of the inlots the
 purchaser shall erect a house of stone
 brick, frame or hewed logs inside
 and out, sixteen feet square in the
 clear with a stone or brick chimney
 in three years from the day of sale,
 on failure whereof the lot or Lots,
 shall revert to the proprietor with-
 out being obliged to refund the
 purchase money.

3d The proprietor will reserve
 the title in his own hands as a secu-
 rity for the performance of the con-
 ditions, on the completion of which
 a deed will be executed to the pur-
 chasers severally on demand.

4th. The town of Newport shall
 be laid off agreeable to the annexed
 plan the first range of Lots to begin
 at B being so. 63 and a half E. 9
 poles from a large Hackberry stand-
 ing at A, the first range of Lots to
 run No. 50 E

5th. The streets to be 72 feet
 wide; the inlots 72 feet front and
 214 and a half back, each range to
 have an ally 20 feet wide running
 from street to street.

6th Eighteen outlots of 3 acres
 each shall be laid off on the back
 part of the town up Licking, to be
 disposed of to the first eighteen actu-
 al settlers in the town.

7th. Other outlots may be leased
 for a term of years—in witness
 whereof I have set my hand by Hub-
 bard Taylor my attorney in fact,
 this 14th day of February 1792.

HUBARD TAYLOR,
 Attorney in fact for
 JAMES TAYLOR.

A plan of the town with the con-
 ditions may be seen by application
 to Capt. Robert Benham at For-
 Washington or the subscriber, and
 the price of the lots made known.

H. TAYLOR.

TO BE SOLD to the highest bidder
 on thursday the 12th day of April
 next, at the late dwelling house of John
 Christian dec. the personal estate of the
 said dec. consisting of horses, cattle, sheep
 hogs household furniture and some likely
 young Virginia born negroes—two ve-
 months credit will be given for all sums
 above twenty five shillings, bond and ap-
 security will be required from the pur-
 chaser; the sale to begin at 11 o'clock.

All persons who have any demands a-
 gainst the said estate, are requested to
 make them known immediately in order
 that necessary provisions may be made for
 for the payment thereof. Also those that
 are indebted to the said estate, are expect-
 ed to make immediate payment or give
 such specialties as shall secure the estate.

Judith Christian Adm
 Fayette, March 22, 1792.

WHEREAS we gave our bond
 to a certain Preston Bracken-
 ridge, for the sum of ninety pounds
 payable in property, the first day of
 April next; this is therefore to no-
 tify Mr. Brackenridge or the holder
 of said bond, that we shall be ready
 the day the bond becomes due, (at
 Paris in Bourbon County) to dis-
 charge the said bond agreeable to its
 contents and our stipulations.

Thomas West.
 Simeon West.

Paris March, 16, 1792.

TAKEN up by the subscriber living
 near Frankfort in Woodford coun-
 ty a bright bay horse four years old next
 spring, branded on the near shoulder
 With a stirrup iron, blind of the right
 eye, shed before about 13 hands 3 inch-
 es high, appraised to £ 6-10.

TURNER RICHARDSON.
 Dec. 28, 1792.

FURRS

THE highest price given for BEA-
 VER, OTTER, RACON, FOX,
 WILD-CAT and MUSK-
 RAT skins. By MONTGOMERY
 BELL, at his Hat Manufactory in
 Lexington.

TAKEN up by the subscriber, on
 the Two Mile Creek, Fayette
 County, a dark red Steer about three or
 four years old, marked with a swallow-
 fork in the left ear, and a hole in the
 right, a small white on the belly. Ap-
 praised to £.3.

(*) Daniel Dean.

TO those whom it may concern.

WHEREAS, from recent ex-
 perience, it is apprehended
 by me: that very clandestine designs
 are actually on foot, among persons
 collusively combin'd, and complot-
 ting together to scramble for and
 possess (no matter how) such parts
 of the South Carolina Yazou Company's
 property as, for the purposes of secu-
 rity and safety, and subject to my or-
 der alone, have been deposited by me
 in the hands of several persons in
 this district—and as artful pretexts
 may be used, to colour the illegal
 right of claiming them, in the sole
 view of deceiving the simple or un-
 wary: this therefore is to warn all
 persons, possessed, under me, of such,
 or any other property, to pay no re-
 gard to the pretensions of those peo-
 ple, if any there be, nor to part with
 the possession of any property so
 committed to their fidelity and care;
 but to the under-written himself
 or in virtue of an order from him,
 as they shall answer to the contrary.

JAMES O'FALLON, Agent Gen.
 South Carolina Yazou Co.

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